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of his innocence. In the case at bar the evidence establishes only a suspicion of guilt, which is not sufficient.

CATHERINE BUNDICK v. COMMONWEALTH.—Decided at Richmond, November 23, 1899.—*Cardwell, J.*

1. CRIMINAL LAW—*Burglary—Case at bar—Evidence insufficient.* The evidence in the case at bar is insufficient to convict the plaintiff in error of burglary. The footprints found are not shown to have been hers. A two dollar bill found in her possession the next day, and about which she made conflicting statements, is not identified as the same note stolen when the house was entered, and other articles found in her possession belonging to inmates of the house in which she had been a servant are not shown to have been in the house when entered. Although she knew where the owner of the house kept his money, and also the tools with which the house was broken, all of the employees about the house had the same knowledge.

CADY v. STRAUS. — Decided at Richmond, December 7, 1899. —
Keith, P.

1. CONTRACTS—*Attorney to collect—Offer to sell at discount—Withdrawal of offer.* If an attorney to collect a claim accept a proposition to purchase it at a discount, subject to the approval of his client, such acceptance is merely an undertaking to communicate the proposition to the client, and the proposition may be withdrawn at any time before acceptance by him.

2. CONTRACTS—*Mutuality—Offer—Withdrawal.* Mutuality of obligation is of the essence of a contract, and it is binding upon neither party until a point is reached where the minds of the parties accede to one and the same set of terms. A mere offer may be withdrawn at any time before acceptance.

TUNIS LUMBER CO. v. DENNIS LUMBER CO.—Decided at Richmond, December 7, 1899. *Buchanan, J.*

1. LANDLORD AND TENANT—*Fixtures—Agreement of parties.* Parties may, by agreement, fix the character and control the disposition of property, which, in the absence of such agreement, would be held to be a fixture, if no absurdity, or general inconvenience will result from the transaction.

2. LANDLORD AND TENANT—*Fixture—Buildings erected by tenant pursuant to covenant.* Buildings erected by a tenant on the leased premises, pursuant to a covenant in the lease which obliges him to erect them, are not removable as trade fixtures unless the right of removal is expressly or impliedly reserved in the lease.

3. LANDLORD AND TENANT—*Fixtures—Buildings voluntarily erected by tenant.* Between landlord and tenant it is an essential element of removable structures that they be erected by the tenant of his own volition and for his own benefit, intending that they should remain his property, and not in fulfilment of a duty or obligation owing by him to the lessor.

4. LANDLORD AND TENANT—*Fixtures—Buildings voluntarily erected by tenant.* Whether or not a structure erected by a tenant on the leased premises is a trade